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1. All claims and counterclaims between Plaintiffs and Sun are dismissed without prejudice.
2. Each party shall bear its own costs, attorneys' fees and expenses incurred in connection with the claims and counterclaims dismissed by this Order.
3. The parties have entered into a settlement and license agreement with respect to their respective claims (the "Settlement and License Agreement"). Sun will not make, have made, use, offer for sale or sell the accused product of Sun in the United States except as

provided for in the parties' Settlement and License Agreement.

4. The Court retains jurisdiction over the parties to this action for purposes of enforcing this Stipulation and Order of Dismissal and the Settlement and License Agreement.
5. This Stipulation and Order shall not act as an adjudication on the merits.
6. The Clerk of the Court is directed to enter this Stipulation and Order of Dismissal forthwith.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

SHAW KELLER LLP

*/s/ Megan E. Dellinger*

*/s/ Karen E. Keller*

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*Attorneys for Defendants*

November 1, 2019

**IT IS HEREBY SO ORDERED.**

Dated: 11/1/2019



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THE HONORABLE RICHARD G. ANDREWS  
United States District Judge  
District of Delaware